# EXHIBIT "5"



2501 S. Store Highway 121 Business, Suite 4000 Lewisville, TX 75067 USA Tel: +1 972 393 4521 Fax: +1 972 393 4522 Www.digitalrealty.com

June 15, 2012

Attn: Corporate Counsel GMAC Mortgage Corporation 100 Witmer Road Horsham, PA 19044

RE:

Request for Certificate of Insurance

2501 S. State Highway 121 Business, Lewisville

Dear GMAC Mortgage:

Our records indicate that your certificate of insurance for your lease at 2501 S. State Highway 121 Business in Lewisville, TX is not current, due to the change in ownership. Please have your insurance carrier forward a certificate of insurance to our attention no later than July 15<sup>th</sup>, 2012.

Description of Operations/Locations/Special Items must read as follows:

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER FORM CG2011 11/85 OR EQUIVALENT (SEE ATTACHED ENDORSEMENT). INSURED'S COVERAGE IS PRIMARY WITH 30 DAYS NOTICE OF CANCELLATION.

The Certificate Holder must read as follows:

DIGITAL LEWISVILLE, LLC
DIGITAL REALTY TRUST, INC
DIGITAL REALTY TRUST, LP
2501 S STATE HWY 121 BUS, STE 400D
LEWISVILLE, TX 75067

For your convenience, enclosed are the sections of your lease agreement that outline the specific coverage amounts required by your lease and a sample certificate.

Additionally, enclosed is a sample certificate of insurance required from our vendors and our customer's vendors. Please provide the sample to your vendors and have them send a current COI with the enclosed requirements before work commences in your leased space.

If there are any questions regarding these requirements, or if your insurance agent wishes to discuss the elements of these requirements in greater detail, please do not hesitate to contact me at 214-461-0624 or dharvey@digitalrealty.com.

We appreciate your immediate assistance and cooperation with this request.

Sincerely,

Diane Harvey Assistant Real Estate Manager

Encl

#### 10. No Subrogation: Insurance.

- (a) Tenant hereby waives any cause of action it might have against Landlord on account of any loss or damage that is insuced against under any insurance policy that covers the Premises, Tenant's fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Landlord hereby waives any cause of action it might have against Tenant because of any loss or damage that is insured against under any insurance policy that covers the Premises, the Building, the Project or any property of Landlord used in connection with the Building or the Project and which mantes Landlord as a party insurance proceeds paid to Landlord on account of the loss or damage exceeds the amount of property damage insurance proceeds paid to Landlord on account of the loss or damage, Tenant shull remain liable to Landlord for the amount of such excess. This provision is cumulative of Paragraph 15.
- Fonant shall procure and maintain throughout the Leuse Term from an insurance company reasonably acceptable to Lundlard a policy or policies of insurance, at its sole cost and expense, insuring Tenant and Landlord against any and all liability for injury to or death of a person or porsons, occasioned by or arising out of or in connection with the use or occupancy of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000,000 with respect to injuries to or death of any one person and in an amount of not less than \$1,000,000.00 with respect to any one accident or disaster, and shall furnish evidence satisfactory to Landford of the maintenance of such insurance. This insurance coverage shall include blacket contractual liability and broad form property damage liability and shall contain an exception to any pollution exclusion which insures damage or injury ansing out of heat, smoke or fumes from a hostile fire. Tenan may self-insure the fire and examply insurance required hereby, provided it provides evidence, satisfactory to Landlord, that Tenant has a net worth in excess of \$50,000,000,00 as determined by GAAP, consistently applied. Landford's agent, Landford's mortgages, and any other parties which Landford shall deem necessary shall be named as an additional insured therein as their respective interests may appear. This insurance shall be written on an occurrence basis and shalf be printary and noncontributory to any other insurance carried by Landford. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation, expiration or material alteration of such insurance. It is recommended that Tenant carry fire and extended coverage insurance on its personal property, as Landlord shall in no event be required to rebuild, repair or replace any part of the furniture, equipment, personal property, fixtures and other improvements which may have been placed by Tenant on or within the Premises, and Tenant hereby waives any cause of action it might have against Landlord on account of the loss of any such property.
- Co. Londont shall obtain and mulatula during the Lause Term all risk property insumance for the Project on a full replacement cost basis, with no co-insurance requirement; commercially general liability insurance and such other insurance of such types and in such amounts as are commercially reasonable. However, Landord may soff-insure any coverages other than the all risk property insurance for the Project. Landord may provide any such coverages by means of a blanket policy. Landord shall deliver to Tenant upon request a cortificate evidencing the coverages carried by Landord.

# TENANT SAMPLE

	ACORD C	ERTIFICAT	ΓE C	)F I	NSURA	ANCE ISSUE DATE (M	M/DD/YY)			
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.,,,,	INSURANCE AGENCY ADDRESS				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
PHONE NUMBER					COMPANIES AFFORDING COVERAGE					
FAX NUMBER					COMPANY					
					LETTER A (NAME OF INSURANCE CARRIER)					
INSURED					COMPANY LETTER B					
	GMAC Mortgage Corporatio ADDRESS	n		COMPANY LETTER C						
	ADDRESS		-	COMPANY						
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVEFOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUE OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS,										
CO.		POLICY	POLI	ICY	POLICY					
LTR	TYPE OF INSURANCE	NUMBER	EFFEC	TIVE	EXPIRATION	LIMITS				
	GENERAL LIABILITY					GENERAL AGGREGATE				
	X COMMERICAL GEN, LIABILITY					PRODUCTS-COMP/OPS AGGREGATE				
	CLAIMS MADE X OCC.	POLICY NUMBER	MM/DI	/I/DD/YY	MM/DD/YY	PERSONAL & ADVERTSING INJURY				
	OWNER'S & CONTRACTOR PROT.					EACH OCCURRENCE				
						FIRE DAMAGE (ANY ONE FIRE)				
						MEDICAL EXPENSE (ANY ONE PERSON)				
	AUTOMOBILE LIABILITY									
	ANY AUTO					COMBINED SINGLE LIMIT				
	ALL OWNED AUTOS	*								
	SCHEDULED AUTOS					BODILY INJURY (PER PERSON)				
	HIRED AUTOS									
	NON-OWNED AUTOS					BODILY INJURY (PER ACCIDENT)				
	GARAGE LIABILITY									
						PROPERTY DAMAGE				
	EXCESS LIABILITY	ESS LIABILITY				EACH OCCURRENCE				
	X UMBRELLA FORM	POLICY NUMBER	MM/DD/)	D/YY	MM/DD/YY	AGGREGATE				
	OTHER									
		POLICY NUMBER				STATUTORY LIMITS				
	WORKERS COMPENSATION		MM/DD/YY	D/YY	MM/DD/YY	EACH ACCIDENT				
	& EMPLOYERS LIABILITY	•				DISEASE - POLICY LIMIT				
						DISEASE - EACH EMPLOYEE				
DESCI	RIPTION OF OPERATIONS/LOCATIO	NS/VEHICLES/SPEC	IAL TER	MS						
	CERTIFICATE HOLDER IS NAMED	AS ADDITIONAL INS	URED P	ER FO	RM CG2011 1	11/85 OR EQUIVALENT (SEE ATTACHED				
	ENDORSEMENT). INSURED'S COV					•				
CERTI	FICATE HOLDER				CANCELLATION					
Digital Lewisville, LLC DIGITAL REALTY TRUST, INC					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIN BUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
	DIGITAL REALTY TRUST, LP				AUTHODIZED DEODDEOGATATA/E					
2501 S State Highway 121					AUTHORIZED RESPRESENTATIVE					
	Lewisville, TX 75067				ACENTIC PICMATINE WITH A CENTY CTARD					
ACO	DD 25 5 /3/00\	AND THE RESERVE AND THE RESERV				AGENT'S SIGNATURE WITH AGENCY	TAMP			
ACU	RD 25-S (3/88)					,	,			

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### **SCHEDULE**

1) Designation of Premises (Part Leased to You).

2501 S State Highway 121, Suite 300, Lewisville, TX 75067

2) Name of Person or Organization (Additional Insured):

Digital Lewisville, LLC
DIGITAL REALTY TRUST, INC
DIGITAL REALTY TRUST, LP
2501 S State Highway 121
Lewisville, TX 75067

3) Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



### DIGITAL REALTY

Data Center Solutions

#### INSURANCE REQUIREMENTS FOR VENDORS

Unless otherwise stated and approved by Owner in writing, the Owner's insurance requirements for vendors are summarized below. If there is a discrepancy between these requirements and a service contract with the Owner, the service contract shall prevail.

- A. Commercial
  General Liability
  Insurance
  (including
  contractual
  liability):
- \$1,000,000 single limit; \$2,000,000 aggregate limit; and excess liability insurance on a following form basis, with overall limits of at least \$5,000,000 (which commercial general liability policy shall, be written to apply to all bodily injury (including death), property damage and personal injury losses, shall include blanket contractual liability, broad form property damage, independent contractor's coverage, completed operations, products liability, cross liability and severance of interest clauses, and shall, among other things, contain the following endorsement, which shall be stated on the certificate of insurance: Designated Construction Project(s) General Aggregate Limit, ISO Form CG 25 03 03 97 (or its equivalent).
- B. Automobile Liability Insurance:

On all owned, non-owned, hired or leased automotive equipment used in the performance of any services at the Property in amounts not less than \$1,000,000 combined single limit for bodily injury and property damage.

C. Workers'
Compensation
Insurance:

In accordance with the laws of the state in which the Property is located, and Employer's Liability insurance with a limit not less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury By Disease - Each Person; and \$1,000,000 Bodily Injury By Disease - Policy Limit. If the Property is located in Texas, Vendor and all subcontractors shall be participants in a workers' compensation program, and not an "opt out".

D. Professional Liability Insurance:

\$1,000,000 each claim; \$1,000,000 aggregate limit.



#### DIGITAL REALTY

Data Center Solutions

E. Contractor's Pollution Liability:

If (but only if) Vendor is engaged for environmental abatement or remediation work, or services which will involve use, treatment, storage, removal or transport of Hazardous Materials at, to or from the Property, Vendor shall obtain and maintain Contractor's Pollution Liability Insurance (or its equivalent) in an amount not less than \$1,000,000 each occurrence.

#### Requirements:

Vendor, at its own expense, shall procure and maintain in full force and effect during the term of its service at Owner's Property, policies of insurance of the type and in the amount with a reputable company or companies and under terms satisfactory to Owner. All insurance policies required by Owner shall be issued only by companies that are licensed and authorized to transact business in the state where the work is performed and/or the Property is located, that are rated no less than A-, VII by the most recent edition of Best's Key Rating Guide, and that, in the sole discretion of Owner, are otherwise satisfactory companies to issue such policies. All policies shall be primary and noncontributory and shall provide that the insurer irrevocably and unequivocally waives any right of subrogation against the Owner Parties, as defined below.

- a. <u>Certificate of Insurance</u>: Prior to commencement of the work hereunder, Vendor shall furnish Owner with certificates of insurance from companies writing the policies certifying that each of the policies required by Owner have been obtained by Vendor and are in effect.
- b. <u>Cancellation</u>: A policy may not be canceled, not renewed, or the limits of coverage in any way reduced without at least thirty (30) day's advanced written notice [ten (10) days for non-payment of premium] sent by certified mall to the addresses provided as Certificate Holders.
- Additional Insured & Certificate Holder: All such certificates shall be issued to Owner and shall name as additional insureds, each of: Owner, Digital Realty Trust, L.P., Digital Realty Trust, Inc. and Owner's Agent and each of their respective managing agents, directors, officers, shareholders, members, employees, agents, constituent partners, affiliates, subsidiaries, beneficiaries, trustees and representatives and any mortgagees of Owner and any other persons or entities designated by Owner, each of which shall be an "Owner Party."



## DIGITAL REALTY

Data Center Solutions

- d. <u>Blanket Policies</u>. Vendor shall have the right to provide the insurance required to be carried by Vendor pursuant to blanket policies, but only if such blanket policies expressly provide coverage in the minimum amounts specified herein to the Property and the Owner without regard to claims made under such policies with respect to other properties or persons.
- e. <u>Continuation of Insurance</u>. Vendor will keep all liability insurance (including specifically, any professional liability coverage) coverage required by Owner in effect for at least three (3) years after the expiration or termination of service. All policies, if any, providing insurance on a "claims made" basis will provide coverage applicable to loss or damage arising out of acts or injuries that occur at any time that liability insurance is required to be maintained by Vendor.
- f. <u>Obligations</u>. In no event will the insurance coverage, deductible, self-insured retention or limits of any insurance maintained by Vendor, or the lack or unavailability of any other insurance, limit or diminish in any way Vendor's obligations or liability to Owner.

## **VENDOR SAMPLE**

	ACÒRD	SSUE DATE (MM/C	D/YY)										
ACORD CERTIFICATE OF INSURANCE PRODUCER													
INSURANCE AGENCY ADDRESS PHONE NUMBER FAX NUMBER					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.								
					COMPANIES AFFORDING COVERAGE								
					COMPANY LETTER A (NAME OF INSURANCE CARRIER)								
INSURED .					COMPANY								
INSURED/COMPANY NAME ADDRESS					LETTER B								
					COMPANY LETTER C								
					COMPANY								
					LETTER D								
LLITER													
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CO.		POLICY	PO	LICY	POLICY								
LTR	TYPE OF INSURANCE	NUMBER	EFFE	CTIVE	EXPIRATION		LIMITS	********					
	GENERAL LIABILITY		1			GENERAL AGGREGATE		\$	2,000,000				
	X COMMERICAL GEN. LIABILIT					PRODUCTS-COMP/OPS AGGREGATI	<u> </u>	\$	1,000,000				
		DCC. POLICY NUMBER	MM/C	D/YY	MM/DD/YY	PERSONAL & ADVERTSING INJURY		\$	1,000,000				
	OWNER'S & CONTRACTOR	PROT.				EACH OCCURRENCE		\$	1,000,000				
		,				FIRE DAMAGE (ANY ONE FIRE)		\$	1,000,000				
						MEDICAL EXPENSE (ANY ONE PERS	ON)	\$	5,000				
	AUTOMOBILE LIABILITY  X ANY AUTO					COMBINED SINGLE LIMIT		\$	1,000,000				
	SCHEDULED AUTOS					BODILY INJURY (PER PERSON)							
	X HIRED AUTOS X NON-OWNED AUTOS	NON-OWNED AUTOS  GARAGE LIABILITY				BODILY INJURY (PER ACCIDENT)							
	GARAGE LIABILITY					,							
						PROPERTY DAMAGE			···				
	EXCESS LIABILITY					EACH OCCURRENCE		d	T 000 000				
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	OTHER					OT THE OTHER DESIGNATION OF THE OTHER DESIGNAT		··					
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	WORKERS COMPENSATI		MINITE	ז זוְטוּנ	· I CCCIMINI	EACH ACCIDENT		Ψ	1,000,000				
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DESCI	L RIPTION OF OPERATIONS/LO	CATIONS//EHICLES/SPE	CIAL TE	RMS		DIGEASE + EACH EMPLOYEE							
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CERTI	IFICATE HOLDER	2 22 1 EL MORTO I DIMINIO		~~ <u>~~ 1</u>	CANCELLATI								
0_,,,,	II IOTALE MOLDER	,			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION								
DIGITAL LEWISVILLE, LLC DIGITAL REALTY TRUST, INC					DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIN SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR								
	DIGITAL REALTY TRUST, LE			REPRESENTATIVES.									
2501 S STATE HWY 121 BUS, STE 400D					AUTHORIZE	D RESPRESENTATIVE							
LEWISVILLE, TX 75067					AGENT'S SIGNATURE WITH AGENCY STAMP								
ACORD 25-S (3/88)													
ACORD 20-0 (Mag)													

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### **SCHEDULE**

Name of Person or Organization:

DIGITAL LEWISVILLE, LLC
DIGITAL REALTY TRUST, INC
DIGITAL REALTY TRUST; LP
2501 S STATE HWY 121 BUS, STE 400D
LEWISVILLE, TX 75067

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" for that insured by or for you.